

to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by City Utilities of Springfield of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

- D. SECTION 504 ASSURANCES AND THE AMERICANS WITH DISABILITIES ACT OF 1990: City Utilities of Springfield shall comply with all the requirements imposed by the U.S. Department of Transportation regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 (and any subsequent amendments thereto) set forth in 49 CFR Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by other Federal Department or Agencies.

17. City Utilities of Springfield agrees to accept and abide by the terms and conditions of 49 CFR Parts 40, 651 and 653 mandating drug and alcohol testing.

III

TERMS OF THIS AGREEMENT

1. The period of this Operating Assistance Agreement shall begin July 1, 1997. This agreement may be terminated upon any of the following conditions:
 - A. If, by any cause, City Utilities of Springfield shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if City Utilities of Springfield shall violate any of the covenants, agreements, or stipulations contained herein, DSS/DMS shall have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after written notice is sent to City Utilities of Springfield describing such default or violation.
 - B. The DSS/DMS may terminate this Agreement without recourse in the event that, for any reason, federal/state funds are not appropriated, allotted, or available to DSS/DMS for the purpose of meeting DSS/DMS's obligation hereunder. DSS/DMS will provide written notice of such termination to City Utilities of Springfield at least five (5) days prior to the effective date of termination.
 - C. City Utilities of Springfield may terminate this Agreement without recourse in the event that, for any reason, state/local funds are not appropriated, allotted, or available to City Utilities of Springfield for the purpose of meeting City Utilities of Springfield's obligation hereunder. City Utilities of Springfield will provide written notice of such termination to DSS/DMS at least five (5) days prior to the effective date of termination.
 - D. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least

TN. 97-06

Supersedes TN. _____

Approval Date AUG 15 1997

Effective Date July 1, 1997

forty-five (45) days in advance of such termination date.


2. If City Utilities of Springfield fails to comply with the nondiscrimination provisions of this Agreement, DSS/DMS shall impose such contract sanctions as it or HCFA may determine to be appropriate, including but not limited to:
 - A. Withholding of payments to transportation agency under the Agreement until City Utilities of Springfield complies;
 - B. Cancellation, termination or suspension of the Agreement, in whole or part, or both.
3. Any change in the Agreement, whether by modification or supplementation or both, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of City Utilities of Springfield and DSS/DMS.
4. None of the project activities described in appendixes A or B shall be subcontracted without the prior written consent of DSS/DMS. All subcontracts shall be subject to the terms and conditions of this Agreement. City Utilities of Springfield, however, shall remain responsible for the proper completion of the project notwithstanding the subcontract.
5. City Utilities of Springfield shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement whether by assignment or novation, without the prior written consent of DSS/DMS.
6. The Agreement shall be construed according to the laws of the state of Missouri. City Utilities of Springfield shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
7. City Utilities of Springfield shall not be reimbursed for administration of medically necessary medical transportation services incurred prior to or after the project period. Post audit activities will be conducted by DSS/DMS.

TN. 97-06

Supersedes TN. _____

Approval Date Aug 15 1997
July 1, 1997
Effective Date _____


8. Reimbursement received, as a result of this agreement, shall not be used to reduce the amount City Utilities of Springfield has allowed for non-emergency medical transportation of Missouri Medicaid eligible individuals or to reduce its existing transportation program.



Gary J. Stangler, Director
Department of Social Services

6-27-97

Date



Authorized Signer - General Manager
City Utilities of Springfield

June 9, 1997

Date

TN. 97-06

Supersedes TN. _____

Approval Date AUG 15 1997

Effective Date JULY 1, 1997

Appendix A

**APPLICATION FOR FUNDS FROM
THE DEPARTMENT OF SOCIAL SERVICES DIVISION OF MEDICAL SERVICES
TITLE XIX TRANSPORTATION OPERATING ASSISTANCE PROGRAM
AND CERTIFICATION OF GENERAL REVENUE**

Fiscal Year July 1, 1997 through June 30, 1998

SECTION I. General Information PARATRANSIT SERVICEName of the Government Entity City Utilities Transit ServicesAddress 1505 Boonville Contact Person Carol CruiseSpringfield, MO 65803 Telephone Number (417) 831-8784**SECTION II. Program Description**

- A. Area of Service City of Springfield, MO
 B. Days and Hours of Operation Monday - Saturday 6 am-1130 pm; Sundays 7 am-1130 pm
 C. Estimated total trips, miles for fiscal year, cost per mile and Medicaid cost
- | | |
|---|-------------------------|
| 1. Estimated total one-way trips to be provided | <u>18,490</u> |
| 2. Estimated Medicaid medical one-way trips | <u>6,475</u> |
| 3. Estimated total vehicle miles to be operated
(for entire transportation program) | <u>114,500</u> |
| 4. Total Administrative & Operating expense
(for entire transportation program) (Appendix B, C.) | <u>\$527,500</u> |
| 5. Estimated Cost per Mile (#4/#3) or Estimated Cost per Trip (#4/#1) | <u>\$28.53 per trip</u> |
| 6. Estimated Medicaid Miles | <u>40,075</u> |
| 7. Estimated Operating Cost (Medicaid) (#5 * #6) | <u>\$184,732</u> |
- D. Transportation Sources

Year/Make/Type	Handicapped Equipped		Passenger Capacity	Owned	Leased
	Yes	No			
1997 International Model 3600	<u>X</u>	<u> </u>	<u>10</u>	<u>X</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Total Vehicles Leased and Owned 5

If additional space is needed, attach additional sheet.

TN. 97-06Approval Date AUG 4 5 1997Supersedes TN. Effective Date July 1, 1997

Section III Description of Transportation Program (i.e. special circumstances, coordination of efforts and other factors which affect your program). Describe how you will assure transportation provided is the least expensive for the level of service required for the patient's condition. If additional space is needed, attach additional sheet.

City Utilities operates a paratransit service to serve disabled who are unable to ride a fixed route bus. Specially designed vehicles equipped with lifts are used to transport passengers to their destination within the designated service area. This service is operated on a demand-responsive curb to curb basis. A one-day notice is required for reservations.

SECTION IV. Transportation Operating Expenses, Funding Sources

Funding Sources

Name of Funding Sources for Transportation	1. Local Funding	2. State General Revenue	3. Total
<u>City Utilities</u>	<u>\$ 441,687</u>	<u>\$</u>	<u>\$ 441,687</u>
<u>Federal Transit Administration</u>	<u>\$</u>	<u>\$</u>	<u>\$ 56,113</u>
<u>State of Missouri</u>	<u>\$</u>	<u>\$ 29,700</u>	<u>\$ 29,700</u>
<u></u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
Total	<u>\$</u>	<u>\$</u>	<u>\$ 527,500</u>

- A. Total revenue used for all transportation
(Total #3.) \$ 527,500
- B. Estimated operating cost of Medicaid
transportation (Section II. C. 7.) \$ 184,732
- C. Total revenue certified to be used for medical
transportation for Medicaid eligible individuals
(Cannot exceed A.) \$ 184,732

The agency also certifies that costs for which reimbursement will be requested are not being claimed, or used to support requests from any other grant program.


AUTHORIZED SIGNATURE

June 9, 1997
DATE

General Manager
TITLE

City Utilities of Springfield, MO
AGENCY

TN. 97-06

Approval Date AUG 15 1997

Supersedes TN.

Effective Date July 1, 1997

APPLICATION FOR FUNDS FROM
THE DEPARTMENT OF SOCIAL SERVICES DIVISION OF MEDICAL SERVICES
TITLE XIX TRANSPORTATION OPERATING ASSISTANCE PROGRAM
AND CERTIFICATION OF GENERAL REVENUE

Fiscal Year July 1, 1997 through June 30, 1998

SECTION I. General Information FIXED ROUTE SERVICE

Name of the Government Entity City Utilities Transit Services

Address 1505 Boonville Contact Person Carol Cruise
Springfield, MO 65803 Telephone Number (417) 831-8784

SECTION II. Program Description

- | | |
|---|--------------------|
| A. Area of Service City of Springfield, MO | |
| B. Days and Hours of Operation Monday - Saturday 6 am-1130 pm; Sundays 7 am-1130 pm | |
| C. Estimated total trips, miles for fiscal year, cost per mile and Medicaid cost | |
| 1. Estimated total one-way trips to be provided | <u>840,400</u> |
| 2. Estimated Medicaid medical one-way trips | <u>42,020</u> |
| 3. Estimated total vehicle miles to be operated
(for entire transportation program) | <u>940,400</u> |
| 4. Total Administrative & Operating expense
(for entire transportation program) (Appendix B, C.) | <u>\$4,067,331</u> |
| 5. Estimated Cost per Mile (#4/#3) or Estimated Cost per Trip (#4/#1) | <u>\$4.84</u> |
| 6. Estimated Medicaid Miles | <u>47,020</u> |
| 7. Estimated Operating Cost (Medicaid) (#5 * #6) | <u>\$203,377</u> |
| D. Transportation Sources | |

Year/Make/Type	Handicapped Equipped		Passenger Capacity	Owned	Leased
	Yes	No			
<u>1979 TMC</u>		<u>X</u>	<u>31</u>	<u>16</u>	
<u>1991 Stewart & Stevenson T-30</u>	<u>X</u>		<u>28</u>	<u>13</u>	

Total Vehicles Leased and Owned 29

If additional space is needed, attach additional sheet.

TN. 97-06

Approval Date AUG 15 1997
Effective Date July 1, 1997

Supersedes TN. _____

Section III Description of Transportation Program (i.e. special circumstances, coordination of efforts and other factors which affect your program). Describe how you will assure transportation provided is the least expensive for the level of service required for the patient's condition. If additional space is needed, attach additional sheet.

City Utilities operates a fixed route system within the city of Springfield, MO. Sixteen buses are on city streets at peak times and nine bus routes service the city. Headways offered are both 30-minute and hourly. Night, Sunday, and holiday service is operated on a reduced schedule.

SECTION IV. Transportation Operating Expenses, Funding Sources

Funding Sources

Name of Funding Sources for Transportation	1. Local Funding	2. State General Revenue	3. Total
<u>City Utilities</u>	<u>\$3,295,015</u>	<u>\$</u>	<u>\$3,295,015</u>
<u>Federal Transit Administration</u>	<u>\$</u>	<u>\$</u>	<u>\$505,016</u>
<u>State of Missouri</u>	<u>\$</u>	<u>\$ 267,300</u>	<u>\$267,300</u>
<u></u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
Total	\$	\$	\$4,067,331

A. Total revenue used for all transportation
(Total #3.) \$ 4,067,331

B. Estimated operating cost of Medicaid
transportation (Section II. C. 7.) \$203,377

C. Total revenue certified to be used for medical
transportation for Medicaid eligible individuals
(Cannot exceed A.) \$203,377

The agency also certifies that costs for which reimbursement will be requested are not being claimed, or used to support requests from any other grant program.



AUTHORIZED SIGNATURE

June 9, 1997

DATE

General Manager

TITLE

City Utilities of Springfield, MO

AGENCY

TN. 97-06

Approval Date AUG 15 1997

Supersedes TN. _____

Effective Date July 1, 1997

FINANCIAL STATEMENTS

PUBLIC UTILITY
STATEMENT OF INCOME - TRANSIT OPERATIONS

	Actual 12 Months Ended 9/30/95	Projection 12 Months Ending 9/30/96	Budget 12 Months Ending 9/30/97
Operating Revenues	\$353,190	\$337,322	\$475,445
Operating Expenses:			
Operation expenses:			
Bus and garage operations	2,420,103	2,442,447	2,404,376
Customer utilization	5,944	1,495	0
Administrative and general	1,062,639	1,294,975	1,358,766
Maintenance	718,054	751,394	713,978
Depreciation	254,264	90,792	98,693
Payments in lieu of taxes	14,127	13,493	19,018
Total Operating Expenses	4,475,131	4,594,596	4,594,831
Operating Income (Loss)	(\$4,121,941)	(\$4,257,274)	(\$4,119,386)
FTA Operating Subsidy	\$866,590	\$635,733	\$823,327
Net Loss Absorbed	(\$3,255,351)	(\$3,621,541)	(\$3,296,059)

**COOPERATIVE AGREEMENT BETWEEN
THE DEPARTMENT OF SOCIAL SERVICES, Division of Medical Services
and
Cameron R-I School District
For the Provision of
Transportation For IEP Services**

**I
STATEMENT OF PURPOSE**

This agreement between The Missouri Department of Social Services (DSS) and the Cameron R-I School District (hereafter referred to as "school district") concerns the administration of transportation for children eligible for Title XIX (Medicaid) to obtain medically necessary services provided as a result of a child's Individual Education Plan (IEP) or Individualized Family Service Plan (IFSP). Medicaid reimbursement for administration of transportation (to and from school, or to and from a service provided off school grounds or both) may be made when all of the following conditions are met:

- a. The child is eligible for Medicaid on the date the transportation is provided;
- b. The child receives a service covered by Medicaid and the service is provided as a result of the child's IEP or IFSP; and
- c. The IEP/IFSP specifies the need for transportation and contains at least one of the following determinations:
 - (1) An IEP/IFSP team has determined and documented the student to be unable to independently perform at an age-appropriate level one or more of the following functions associated with transportation to/from school or other site at which the Medicaid-covered service is provided:
 - arrive to the site normally used by children of similar chronological age to board transportation; or
 - board and be seated in the transportation vehicle for the trip; or
 - disembark from the transportation vehicle; or
 - following delivery of the Medicaid-covered service, reboard the transportation vehicle, be seated, disembark at the appropriate location and return home; or
 - (2) An IEP/IFSP team has determined and documented the presence of a specialized medical need which may or may not accompany the functional limitation described in 1; or
 - (3) An IEP/IFSP team has determined and documented the requirement that the student must be attended by an aide during transportation.

**II
RESPECTIVE RESPONSIBILITIES**

TN No. 98-19

Supersedes TN No. New Material

Approval Date JAN 26 1999

Effective Date 10/01/98

DSS agrees to:

Reimburse the School District the Title XIX federal share of actual and reasonable costs established for administration of medically necessary transportation provided by the school district. Reimbursement, for transportation costs related to the provision of therapy services provided on the school site, is based upon that portion of the actual cost of transportation that relates directly to the time required to provide a therapy service in accordance with the provisions of OMB Circular A87 and 45 CFR parts 74 and 95. Reimbursement for transportation costs related to the provision of therapy services provided off the school site is based on the actual cost of transportation necessary to transport the student to or from or to and from a Medicaid-covered service. Administrative costs will be reimbursed for those activities associated with the resources necessary to schedule transportation, document transportation services and verify Medicaid eligibility. The rate of reimbursement for eligible administration of medically necessary transportation costs will be the Title XIX federal share (50%).

2. Provide the School District access to the information necessary to properly provide and seek reimbursement for administration of medically necessary transportation.
3. Develop and conduct periodic quality assurance and utilization reviews in cooperation with the School District.
4. Provide written instructions, technical assistance, and necessary consultation to staff of the School District regarding the responsibilities assumed within the terms of this agreement.

School District agrees to:

1. Provide professional, technical, and clerical staff to conduct administrative functions necessary for the proper and efficient administration of medically necessary transportation.
2. Provide as requested by the Division of Medical Services, the information necessary to request federal funds. Request for FFP will be submitted on the Invoice for Medicaid Administration of Transportation form (invoice) along with the Worksheet for NEMT Invoice for Medicaid Administration of Transportation and completed Verification Forms.
3. Maintain the confidentiality of client records and eligibility information received from DSS and use that information only in the administration, technical assistance and coordination of activities authorized under this agreement.
4. Certify to DSS the provisions of the non-federal share for transportation services via completion of DMS "Certification of General Revenue" form contained on the invoice. The superintendent of the school district will certify, by his or her signature, that the school district has expended state and local general revenue in an amount sufficient to provide the non-federal share of the expenditures being claimed for federal financial participation.
5. Accept responsibility for disallowances and incur the penalties of same resulting from the activities associated with this agreement. Return to DSS any federal funds which are deferred ultimately disallowed arising from the administrative claims submitted by DSS on behalf of the School District.